

**PRINT in INK**

Enter the name of the county in which this case is filed.	<b>STATE OF WISCONSIN, CIRCUIT COURT,</b> _____ <b>COUNTY</b>	<i>For Official Use</i>
Enter the name of the petitioner. If joint petitioners, enter the name of the wife.	In RE: The marriage of <b>Petitioner/Joint Petitioner-Wife:</b> _____ First name Middle name Last name and	
Enter the name of the respondent. If joint petitioners, enter the name of the husband.	<b>Respondent/Joint Petitioner-Husband:</b> _____ First name Middle name Last name	<b>Marital Settlement Agreement</b> Without Minor Children  <input type="checkbox"/> <b>Divorce-40101</b> <input type="checkbox"/> <b>Legal Separation-40201</b>  Case No. _____
Check divorce or legal separation.		
Enter the case number.		

**Warning:** Subject to court approval, the terms of this agreement will be included in your judgment of divorce or legal separation. Be sure you understand it completely. Some portions of this agreement cannot be changed after the court approves it, even if you did not understand or expect how it would affect you. You may wish to speak with a lawyer before you sign this agreement to be sure you are fully aware of the laws that may apply to you.

In A, check 1 or 2.

If 2, enter the reason you are asking for a legal separation and not a divorce.

**WE AGREE AS FOLLOWS:**

**A. MARITAL RELATIONSHIP**

1. ☐ **Divorce.** This marriage is irretrievably broken.
2. ☐ **Legal Separation.** This marriage is broken and the reason we are requesting a legal separation and not a divorce is \_\_\_\_\_

In B.1, check a, b, or c.

If b, enter a date and choose 1 or 2.

If 1, enter the reasons.

If c, enter the maintenance amount and the date the payments should begin and end.

**B. MAINTENANCE (Spousal Support)**

**1. For the Wife:**

- a. ☐ The wife gives up her right to receive maintenance. She understands that by giving up maintenance at this time, she may never ask for maintenance.
- b. ☐ The wife is not requesting maintenance at this time, but leaves open her right to request it until \_\_\_\_\_. Her right to request maintenance is limited to
  1. ☐ the following circumstance(s) only: \_\_\_\_\_
  2. ☐ any appropriate substantial change in circumstance.
- c. ☐ The husband shall pay maintenance to the wife in the amount of \$ \_\_\_\_\_ per month beginning \_\_\_\_\_, 20\_\_\_\_. Maintenance shall end \_\_\_\_\_, 20\_\_\_\_, or until the wife remarries, dies, or by court order, whichever comes first.

**2. For the Husband:**

- a. ☐ The husband gives up his right to receive maintenance. He understands that by giving up maintenance at this time, he may never ask for maintenance.
- b. ☐ The husband is not requesting maintenance at this time, but leaves open his right to request it until \_\_\_\_\_. His right to request maintenance is limited to
  1. ☐ the following circumstance(s) only: \_\_\_\_\_
  2. ☐ any appropriate substantial change in circumstance.
- c. ☐ The wife shall pay maintenance to the husband in the amount of \$ \_\_\_\_\_ per month beginning \_\_\_\_\_, 20\_\_\_\_. Maintenance shall end \_\_\_\_\_, 20\_\_\_\_, or until the husband remarries, dies, or by court order, whichever comes first.

In 3, check a or b.

If b, check 1 or 2. If 2, enter the employer information.

**NOTE:** An arrearage is an amount ordered that has not been paid and is overdue.

In 4, check a, b, c, d, e or f.

If d, enter the monthly payment amount, date payments begin, and the interest rate percentage for arrearages.

If e, enter the amount of the arrears balance and check 1 or 2. If 1, enter the date of the one-time payment. If 2, enter the amount of the monthly payment, the date payments begin, and the interest rate percentage for arrearages.

In D, for each debt owed individually and jointly, write the name, current balance, and check who will be responsible for payment.

**NOTE:** Any and all debts disclosed on the parties' Financial Disclosure Statements that are still unpaid should be included here and divided between the parties. Any new debts incurred should also be listed and divided.

If more space is necessary, attach additional sheets.

### 3. Payments shall be made

- a. ☐ no payments are ordered.
- b. ☐ to the Wisconsin Support Collections Trust Fund (WI SCTF) at Box 74200, Milwaukee, Wisconsin 53274-0200
1. ☐ directly from the payer to WI SCTF (only allowable if self-employed).
  2. ☐ by income assignment from the payer's employer as indicated below:

Employer name \_\_\_\_\_

Address of payroll office \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

### 4. Arrearages for Previously Ordered Maintenance. The parties agree to handle the maintenance arrears as follows:

- a. ☐ No maintenance was previously ordered. There is no amount due.
- b. ☐ The party has paid all maintenance as ordered. There is no amount due.
- c. ☐ If there are any arrearages for maintenance now or at the time of the final hearing, those arrearages are waived and the court financial record shall be set at zero.
- d. ☐ As currently reflected in the WI SCTF KIDS computer system and shall be paid through monthly income withholding by the WI SCTF in the amount of \$ \_\_\_\_\_ beginning \_\_\_\_\_, 20\_\_\_\_. The arrears balance shall earn interest at the rate of \_\_\_\_% per year until the arrearages are paid in full.
- e. ☐ The arrears shall be set at \$ \_\_\_\_\_ and paid through
  1. ☐ a one-time payment to the WI SCTF made by (Date) \_\_\_\_\_.
  2. ☐ monthly income withholding by the WI SCTF in the amount of \$ \_\_\_\_\_ beginning \_\_\_\_\_, 20\_\_\_\_. The arrears balance shall earn interest at the rate of \_\_\_\_% per year until the arrearages are paid in full.
- f. ☐ Shall be determined by the court at the time of the final hearing.

### C. MEDICAL INSURANCE

No later than the date of the final hearing, each party shall notify the other party in writing of the availability of COBRA or other continuation benefits under their current health care policy.

### D. DEBTS AND LIABILITIES

The following is a listing of **ALL** the debts and liabilities that we presently owe (both individually and as a couple) and who we agree shall be responsible for the payment of each debt:

Payment for	Payment to (Creditor)	Balance Due	Paid by Wife	Paid by Husband	Shared Equally
Mortgage		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mortgage		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Car 1		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Car 2		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Car 3		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Loans-Student		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Loans-Personal		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Loans-Other		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Card 1		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Card 2		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Card 3		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Card 4		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

☐ See attached

**The parties agree and understand:**

- Each party assigned a debt shall be fully responsible for that obligation and shall not make any demands upon the other party concerning that debt.
- Any debt not listed shall be the responsibility of the party who incurred the debt.
- Creditors are NOT bound by this agreement and that each party remains liable to creditors for all marital debts.
- Any party who suffers a loss because of a failure of the other party to pay an assigned debt may enforce that obligation by a motion or an order to show cause) for contempt of court.

In E, complete this section with as much detail as possible.

**NOTE:** There are two types of property. "Real estate" includes such things as homes and land. "Personal property" includes all other things such as vehicles, clothing and other personal items, furniture, bank accounts, and retirement or investment accounts.

**NOTE:** If you have already divided the property, you must still disclose how you divided it.

**NOTE:** Any and all assets disclosed on the parties' Financial Disclosure Statements should be included here and divided between the parties.

If the parties have disposed of an asset from the time the Financial Disclosure was done, to the final hearing, please indicate what was disposed and what happened to it.

**E. PERSONAL PROPERTY DIVISION**

1. **Division.** The parties agree to the final personal property division as indicated below:

List the property and check if the wife or husband will have permanent use of the property once the divorce/legal separation is final.	Who will have possession?	
	Wife = W	Husband = H
<b>Household Items</b>	<b>W</b>	<b>H</b>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
<b>Automobiles</b>	<b>W</b>	<b>H</b>
Year, Make, Model		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
<b>Life Insurance</b>	<b>W</b>	<b>H</b>
Name of Company & Policy #		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
<b>Business Interests</b>	<b>W</b>	<b>H</b>
Name of Business & Address		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
<b>Securities: Stocks, Bonds, Mutual Funds, Commodity Accounts</b>	<b>W</b>	<b>H</b>
Name of Company & # of shares		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
<b>Pension, Retirement Accounts, Deferred Compensation, 401K Plans, IRAs, Profit Sharing, etc.</b>	<b>W</b>	<b>H</b>
Name of Company & Type of Plan		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
<b>Cash and Deposit (Savings &amp; Checking) Accounts</b>	<b>W</b>	<b>H</b>
Name of Bank or Financial Institution		
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

If more space is necessary, mark the box and attach additional sheets.

In 2, check a or b. If b, list the items and indicate when and how any exchange of personal property will take place.

In F, check 1 or 2.

If 2, and the parties own a primary residence, check a.

If a, enter the address and Parcel Identification Number, which can be found on your real estate tax bill.

**Attach a copy of the legal description.**

Check 1 or 2.

If 1, check A or B and enter other provisions, if any.

If 2, check 1, 2, 3, or 4 in A, B, and C for the responsibility for other expenditures that occur while the property is being sold.

Enter the percentage each party shall receive in a and b. The total amount must equal 100 %.

Other Personal Property		W	H
Description of Asset			
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

☐ See attached

2. **Exchange.** The following items still need to be exchanged between the parties:

a. ☐ **None.** All personal property has already been exchanged to the satisfaction of both parties.

b. ☐ **List of items:** \_\_\_\_\_

The exchange of personal property shall be made by (Date) \_\_\_\_\_ according to the following arrangements: \_\_\_\_\_

Any item of personal property not listed in #2(b) above shall be awarded to the party who has possession at the time of the final hearing.

#### F. DIVISION OF REAL ESTATE

1. ☐ Neither party owns any real estate at this time.

2. ☐ One or both parties own real estate at this time.

a. ☐ **Primary Residence.** The parties own a primary residence located at:

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Parcel Identification Number (Tax Key Number) \_\_\_\_\_

**Attached is a legal description of this property.**

1. ☐ This primary residence shall be awarded to the

A. ☐ wife

B. ☐ husband

and that party shall be responsible for outstanding financial obligations, and the other party shall be held harmless from any liability. Other provisions including refinancing requirements, if any: \_\_\_\_\_

☐ See attached

2. ☐ This residence shall be placed on the market for sale.

A. Pending sale, the residence shall be occupied, used, or managed by

1. ☐ wife.

2. ☐ husband.

3. ☐ shared equally.

4. ☐ other: \_\_\_\_\_

B. Pending sale, the mortgage, taxes, and insurance shall be paid by

1. ☐ wife.

2. ☐ husband.

3. ☐ shared equally.

4. ☐ other: \_\_\_\_\_

C. Pending sale, any necessary repairs, special assessments and other sale-related expenses shall be paid by

1. ☐ wife.

2. ☐ husband.

3. ☐ shared equally.

4. ☐ other: \_\_\_\_\_

The money from the sale of this residence shall be used to pay the usual costs of a sale and prorations, and any balance on the existing mortgage. Upon payment of all costs, the proceeds left from the sale shall be divided between the parties as follows:

a. The wife to receive \_\_\_\_\_ %.

b. The husband to receive \_\_\_\_\_ %.

If the parties own other real estate (including any timeshare interests), check b, complete the attached Schedule A found at the end of this document.

In G, check 1 or 2.

If 1, check a or b.

If 2, enter the amount.

In a, check 1 or 2.

In b, check 1, 2 or 3.

If 2, enter the date [month, day, year].

If 3, enter the amount and date.

In c, enter the percentage and check 1 or 2.

In 2, check a or b.

If b, check 1 or 2.

If 2, indicate how the parties agree to handle the filing (expense and refund, if any).

In I, check 1, 2, or 3.

If 2 or 3, enter the former surname.

In J, check 1 or 2.

If 2, attach any additional agreements.

- b. ☐ **Other Real Estate.** One or both of the parties own additional real estate, including any timeshare interests, which is disclosed and divided as set forth in the attached **Schedule A.**

**Transfer of Title.** Both parties understand that this marital settlement agreement alone will not transfer title to one party or the other, but such a transfer requires a fully executed **Quit Claim Deed** and a **Wisconsin Real Estate Transfer Return** signed by the parties. The party awarded a parcel of real estate shall be responsible for having the necessary documents prepared.

#### G. EQUALIZATION OF MARITAL PROPERTY DIVISION.

1. ☐ No payment is required to be made to equalize the marital property division because
  - a. ☐ the property and debt division are equalized to the satisfaction of the parties.
  - b. ☐ equalization has been accomplished through a division of real estate sale proceeds.
2. ☐ A payment of \$\_\_\_\_\_ is required to equalize the marital property division.
  - a. This payment shall be made by the
    1. ☐ wife to the husband.
    2. ☐ husband to the wife.
  - b. This payment
    1. ☐ was made.
    2. ☐ shall be made in a lump sum payment no later than (Date) \_\_\_\_\_, 20\_\_\_\_.
    3. ☐ shall be paid in the amount of \$\_\_\_\_\_ per month beginning \_\_\_\_\_, 20\_\_\_\_.
  - c. The amount shall earn interest until paid in full at the rate of \_\_\_\_\_% per year from the date
    1. ☐ of the final hearing.
    2. ☐ the payment was due.

#### H. TAXES.

##### 1. Year of Divorce/Legal Separation.

- The parties agree to file their income tax returns for the year of the divorce/legal separation consistent with the rules of the IRS, Wisconsin Department of Revenue, and Wisconsin's Marital Property law.
- The parties understand that their marital status on the last day of the year determines their filing status for that year, whether married or single.
- The parties acknowledge that each is responsible for seeking tax advice from a tax professional with regard to issues of this divorce/legal separation.

##### 2. Years Before Divorce/Legal Separation.

- a. ☐ Tax returns for all previous years have been filed.
- b. ☐ The parties agree to file returns for the previous tax years as follows:
  1. ☐ share preparation expenses, tax liability and/or refund equally.
  2. ☐ Other: \_\_\_\_\_

#### I. LEGAL NAME RESTORATION.

1. ☐ Neither party requests the right to use a former legal surname.
2. ☐ The wife requests the right to use a former legal surname of \_\_\_\_\_.
3. ☐ The husband requests the right to use a former legal surname of \_\_\_\_\_.

**Note:** If this is an action for legal separation, the court cannot allow a spouse to resume a former legal surname unless and until the judgment is converted to a divorce.

#### J. OTHER AGREEMENTS.

We understand that any oral agreements are not enforceable by the court.

1. ☐ We have no other agreements, written or oral, concerning this marriage.
2. ☐ We have attached written agreements concerning this marriage, copies of which are attached.

**K. AGREEMENTS and UNDERSTANDINGS.**

We understand and agree:

- We could each get an attorney to review this agreement.
- This form was provided as a convenience and may NOT cover all issues.
- This agreement may have tax consequences and that seeking tax advice is suggested.
- We have each fully disclosed each of our income, debts, assets and liabilities to each other.
- Maintenance is deductible by the payer and taxable to the payee.
- Any court order regarding the division of property is final as of the date of the final hearing and can never be changed.
- There are certain legal presumptions under Wisconsin law, such as marital property should be divided 50/50.

**L. VOLUNTARY EXECUTION / NATURE OF AGREEMENT.**

We assume equal responsibility for the entire content of this agreement. We have entered into this marital settlement agreement freely and voluntarily and not because of any undue influence. In some instances, the agreement represents a compromise of disputed issues. We believe the terms to be fair and reasonable under the circumstances.

We acknowledge that there may be substantial legal and tax implications with regard to this agreement. We understand that lack of knowledge of the law may not be sufficient to convince the court that relief from these provisions is required. We acknowledge that each of us has the right to seek the advice of our own personal attorney.

**M. MUTUAL / GENERAL RELEASE.**

We release each other from any claim of any nature that may exist. Neither of us may, at any time hereafter, sue the other, or our heirs, personal representatives, and assigns, for the purpose of enforcing any or all of the rights relinquished and/or waived under this agreement. We agree that in the event any suit shall be commenced, this release, when pleaded, shall constitute a complete defense to any such claim or suit so instituted by the other party. We understand that this mutual and general release shall not become effective until this **Marital Settlement Agreement** is approved by the court.

**N. FULL DISCLOSURE AND RELIANCE.**

We warrant to each other that there has been an accurate, complete, and current disclosure of all income, assets, debts, and liabilities. We understand and agree that deliberate failure to provide complete disclosure constitutes perjury under §767.27, Wis. Stats. and a fraud upon the court. The property referred to in this agreement represents all the property in which either party has any interest. This agreement is based on our financial disclosure statements. We relied on these financial representations when entering into this agreement.

**O. RESTRAINING ORDER.**

We agree to never interfere with the personal liberty of the other, or to go on the premises occupied by the other as a residence except with permission of that party.

**P. EXECUTION OF DOCUMENTS.**

Now, or in the future, on demand, we agree to execute and deliver any and all documents that may be necessary to carry out the terms and conditions of this agreement.

**Q. DIVESTING OF PROPERTY RIGHTS.**

Except as otherwise provided for in this agreement, we give up all rights to the property awarded to the other.

All property awarded to a party shall be the separate property of that party.  
We shall have the right to manage our separate property as if we had never been married.

**R. SURVIVAL OF AGREEMENT AFTER JUDGMENT.**

We agree that the provisions of this agreement shall survive any subsequent judgment of divorce and shall have independent legal significance. This agreement is a legally binding contract, entered into for good and valuable consideration. It is contemplated that in the future either of us may enforce this agreement in this or any other court of competent jurisdiction.

**S. JURISDICTION.**

This county shall have jurisdiction for all disputes unless otherwise agreed to in writing or as provided under Wisconsin Statutes.

**T. APPROVAL OF COURT REQUIRED.**

We have read this agreement and agree with its terms. We submit this **Marital Settlement Agreement** to the court for approval, and request the court to incorporate its terms in the final judgment. Once approved by the court, we understand that either of us may enforce this agreement in this or any other court of competent jurisdiction.

**U. WAIVER OF APPEARANCE.**

We agree that the court may proceed with the final hearing without further notice, and consent to judgment being entered on the petition, pursuant to the terms of this **Marital Settlement Agreement** even if the respondent or one of the joint petitioners does not appear.

The wife must sign and print her name. Enter the date on which she signed her name.

**Note:** This signature does not need to be notarized.

The husband must sign and print his name. Enter the date on which he signed his name.

**Note:** This signature does not need to be notarized.



Wife

Print or Type Name

Date



Husband

Print or Type Name

Date

**SCHEDULE A – DIVISION OF OTHER REAL ESTATE**

**A. ☐ Parcel 2:** The parties own other real estate located at:

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Parcel Identification Number (Tax Key Number) \_\_\_\_\_

**Attached is a legal description of this property.**

1. ☐ This primary property shall be awarded to the

A. ☐ wife

B. ☐ husband

and that party shall be responsible for outstanding financial obligations, and the other party shall be held harmless from any liability. Other provisions including refinancing requirements, if any: \_\_\_\_\_

☐ See attached

2. ☐ This property shall be placed on the market for sale.

A. Pending sale, the property shall be occupied, used, or managed by

1. ☐ wife.

2. ☐ husband.

3. ☐ shared equally.

4. ☐ other: \_\_\_\_\_

B. Pending sale, the mortgage, taxes, and insurance shall be paid by

1. ☐ wife.

2. ☐ husband.

3. ☐ shared equally.

4. ☐ other: \_\_\_\_\_

C. Pending sale, any necessary repairs, special assessments and other sale-related expenses shall be paid by

1. ☐ wife.

2. ☐ husband.

3. ☐ shared equally.

4. ☐ other: \_\_\_\_\_

The money from the sale of this real estate shall be used to pay the usual costs of a sale and prorations, and any balance on the existing mortgage. Upon payment of all costs, the proceeds left from the sale shall be divided between the parties as follow:

a. The wife to receive \_\_\_\_\_ %.

b. The husband to receive \_\_\_\_\_ %.

**B. ☐ Parcel 3:** The parties own other real estate located at:

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Parcel Identification Number (Tax Key Number) \_\_\_\_\_

**Attached is a legal description of this property.**

1. ☐ This primary property shall be awarded to the

A. ☐ wife

B. ☐ husband

and that party shall be responsible for outstanding financial obligations, and the other party shall be held harmless from any liability. Other provisions including refinancing requirements, if any: \_\_\_\_\_

☐ See attached

2. ☐ This property shall be placed on the market for sale.

A. Pending sale, the property shall be occupied, used, or managed by

1. ☐ wife.

2. ☐ husband.

3. ☐ shared equally.

4. ☐ other: \_\_\_\_\_

B. Pending sale, the mortgage, taxes, and insurance shall be paid by

1. ☐ wife.

2. ☐ husband.

3. ☐ shared equally.

4. ☐ other: \_\_\_\_\_

C. Pending sale, any necessary repairs, special assessments and other sale-related expenses shall be paid by

1. ☐ wife.

2. ☐ husband.

3. ☐ shared equally.

4. ☐ other: \_\_\_\_\_